

# ELECTRONIC POLITICAL AND ISSUE ADVERTISING PUBLIC INSPECTION FILE CHECKLIST

This checklist must be completed for each federal, state, and local <u>political ad</u> or federal or state <u>issue</u> <u>ad</u> buy. These items must be placed in the station's Public Inspection File as soon as possible after they are available, and they must be maintained in the station's Public Inspection File for 2 years.

Cand	idate/Issue		N	RCC	
candi	t Dates (if one folder is used per date, a separate checklist must be		8/31/1	RCC 2- 9/6/12	
comp	leted for each flight)				<u>Initials</u>
1.	Executed Political/Issue Advertising Agreement (BPMHL-P3 or NAB PB-17	)	Date:		
2.	Original contract showing requested time (when available)		Date:	8/7/12	BR
3.	Updated contracts as order changes.		Date:		
4.	Invoice of schedule as actually broadcas including amount of rebates given (exac date, time, class of time and amount for each rebate), if any		Date:		
			Checklist Com	pleted:	
		By:			
		Date:			·

# CONTRACT



WTAE 400 Ardmore Blvd. Pittsburgh, PA 15221 (412)242-4300

And:

National Media Inc. 815 Slaters Lane Alexandria, VA 22314

	Contract / Rev	<u>/ision</u>		Alt Order #	
	922513	1		07882020	
Product					
NRCC IE 2012					
Contract Dates	Estimate #				
08/31/12 - 09/06/12	2596				
<u>Advertiser</u>			<u>Ori</u>	ginal Date	/ Revision
NRCC			C	8/07/12	/ 08/07/12
	Billing Cycle	Billing	Cal	end <u>ar</u>	Cash/Trade
	EOM/EOC	Broado	cast		Cash
	Station	Accou	nt E	xecutive	Sales Office
	WTAE	Bob Ca	ain		Eagle-Philadelpl
	Special Hand	ling			
	Demographic Adults 35+				
	Additio 55	T			
	IDB#	Advert 155	iser	Code	Product Code 426
	Agency Ref			Advertiser	Ref

Spots/ Rate Type Spots Amount Start/End Time Davs Length Week Ch Start Date End Date Description NM \$850.00 :30 6-7am WTAE 08/31/12 09/02/12 6-7am News Spots/Week **End Date** Weekdays Rate Start Date \$850.00 Week: 08/27/12 09/02/12 ----F--1 6-7am :30 NM 1 \$850.00 WTAE 09/03/12 09/06/12 6-7am News Spots/Week Rate Weekdays Start Date **End Date** \$850.00 Week: 09/03/12 09/09/12 :30 NM \$850.00 1 09/06/12 6-7am News 6-7am WTAE 09/03/12 Rate Start Date Spots/Week **End Date** Weekdays \$850.00 -T----1 Week: 09/03/12 09/09/12 :30 NM 1 \$850.00 6-7am 6-7am News WTAE 09/03/12 09/06/12 Spots/Week Rate Weekdays **End Date** Start Date \$850.00 09/09/12 1 Week: 09/03/12 --W----:30 NM 1 \$850.00 6-7am News 6-7am WTAE 09/03/12 09/06/12 Spots/Week Start Date **End Date** Weekdays Rate 1 \$850.00 Week: 09/03/12 ---T---09/09/12 :30 NM \$575.00 5-6pm News M-F 6 5-6pm WTAE 08/31/12 09/02/12 Spots/Week Rate **End Date** Weekdays Start Date \$575.00 Week: 08/27/12 09/02/12 ---F--1 :30 NM 1 \$575.00 5-6pm News M-F 5-6pm WTAE 09/03/12 09/03/12 Spots/Week Weekdays Rate Start Date End Date Week: 09/03/12 \$575.00 09/09/12 1 :30 NM 1 \$575.00 5-6pm News M-F 5-6pm WTAE 09/05/12 09/05/12 Spots/Week Rate **End Date** Weekdays Start Date Week: 09/03/12 09/09/12 --W----1 \$575.00 :30 NM \$575.00 5-6pm News M-F 1 5-6pm WTAE 09/06/12 09/06/12 **End Date** Weekdays Spots/Week Rate Start Date ---T---\$575.00 1 Week: 09/03/12 09/09/12 :30 NM \$700.00 6-6:30pm 10 WTAE 09/03/12 09/06/12 6-6:30pm News Spots/Week Start Date **End Date** <u>Weekdays</u> Rate Week: 09/03/12 09/09/12 1 \$700.00 M-----NM \$700.00 :30 N 11 WTAE 09/03/12 6-6:30pm 09/06/12 6-6:30pm News

(\* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



WTAE 400 Ardmore Blvd. Pittsburgh, PA 15221 (412)242-4300

922513 /	07882020	
Contract / Revision	Alt Order #	

 Contract Dates
 Product
 Estimate #

 08/31/12 - 09/06/12
 NRCC IE 2012
 2596

 Advertiser
 Original Date / Revision

 NRCC
 08/07/12 / 08/07/12

Start Date   End Date   Description   Start/End Time   Days   Length Week   Rate   TypeSpots   Amount
N 12 WTAE 09/03/12   09/06/12
Start Date
N
N   13 WTAE   09/03/12   09/06/12   Inside Edition   T-7:30pm   30   NM   1   \$650.00
N
N
No.   No.
New   New
No.   No.
N
N 16 WTAE 09/03/12 09/06/12   Entertainment Tonight   Start Date   End Date   Weekdays   Spots/Week   \$650.00
Name
The Name of the
Start Date   End Date   Weekdays   Spots/Week   Start Date   Start Date   End Date   Weekdays   Spots/Week   Start Date   Star
Week:         09/03/12         09/05/12        T         1         \$650.00           D 18 WTAE 09/05/12 09/05/12 09/05/12 Wed ABC Prime C         10-11pm         :30         NM         0         \$0.00           D 19 WTAE 09/06/12 09/06/12 09/06/12 N-Sun 11pm News         M-Sun 11pm News         M-Sun 11-11:35pm         :30         NM         0         \$0.00           N 20 WTAE 08/31/12 09/02/12 M-Sun 11pm News         M-Sun 11-11:35pm         :30         NM         1         \$1,300.00           N 21 WTAE 09/03/12 09/02/12 M-Sun 11pm News         M-Sun 11-11:35pm         :30         NM         1         \$1,300.00           N 21 WTAE 09/03/12 09/06/12 M-Sun 11pm News         M-Sun 11-11:35pm         :30         NM         1         \$1,300.00           N 22 WTAE 09/03/12 09/09/12 M-Sun 11pm News         M-Sun 11-11:35pm         :30         NM         1         \$1,300.00           N 22 WTAE 09/03/12 09/06/12 M-Sun 11pm News         M-Sun 11-11:35pm         :30         NM         1         \$1,300.00           N 22 WTAE 09/03/12 09/09/12 09/09/12 - T         1         \$1,300.00         Rate         Rate         NM         1         \$1,300.00
D 19 WTAE 09/06/12 09/06/12 Thur ABC Prime C 10-11pm :30 NM 0 \$0.00  N 20 WTAE 08/31/12 09/02/12 M-Sun 11pm News M-Su 11-11:35pm :30 NM 1 \$1,300.00  Start Date Week 08/27/12 09/06/12 M-Sun 11pm News M-Su 11-11:35pm :30 NM 1 \$1,300.00  N 21 WTAE 09/03/12 09/06/12 M-Sun 11pm News M-Su 11-11:35pm :30 NM 1 \$1,300.00  N 21 WTAE 09/03/12 09/06/12 M-Sun 11pm News M-Su 11-11:35pm :30 NM 1 \$1,300.00  N 22 WTAE 09/03/12 09/06/12 M-Sun 11pm News M-Su 11-11:35pm :30 NM 1 \$1,300.00  N 22 WTAE 09/03/12 09/06/12 M-Sun 11pm News M-Su 11-11:35pm :30 NM 1 \$1,300.00  N 20 WTAE 09/03/12 09/06/12 M-Sun 11pm News M-Su 11-11:35pm :30 NM 1 \$1,300.00
N 20 WTAE 09/03/12 09/02/12 M-Sun 11pm News M-Su 11-11:35pm :30 NM 1 \$1,300.00    Start Date   End Date   Weekdays   Spots/Week   Start Date   O9/02/12   O9/06/12   M-Sun 11pm News   M-Su 11-11:35pm   :30 NM 1 \$1,300.00    N 21 WTAE 09/03/12 09/06/12 M-Sun 11pm News   M-Su 11-11:35pm   :30 NM 1 \$1,300.00    N 21 WTAE 09/03/12   End Date   Weekdays   Spots/Week   Rate   Week: 09/03/12   09/09/12   M   1   \$1,300.00    N 22 WTAE 09/03/12 09/06/12 M-Sun 11pm News   M-Su 11-11:35pm   :30 NM 1 \$1,300.00    N 22 WTAE 09/03/12 09/06/12 M-Sun 11pm News   M-Su 11-11:35pm   :30 NM 1   \$1,300.00    N 20 WTAE 09/03/12 09/06/12 M-Sun 11pm News   M-Su 11-11:35pm   :30 NM 1   \$1,300.00
Start Date   Week   O9/02/12   D9/06/12   M-Sun 11pm News   M-Su 11-11:35pm   Start Date   O9/03/12   O9/06/12   M-Sun 11pm News   M-Su 11-11:35pm   Start Date   O9/03/12   O9/06/12   M-Sun 11pm News   M-Su 11-11:35pm   Start Date   O9/03/12   O9/06/12   M-Sun 11pm News   M-Su 11-11:35pm   Start Date   O9/03/12   O9/06/12   M-Sun 11pm News   M-Su 11-11:35pm   Start Date   O9/03/12   O9/06/12   M-Sun 11pm News   M-Su 11-11:35pm   Start Date   End Date   Weekdays   Spots/Week   Rate   N-Su 11-11:35pm   Start Date   O9/03/12   O9/09/12   O9/09/1
Week: 08/27/12       09/02/12      F       1       \$1,300.00         N 21 WTAE 09/03/12 09/06/12 M-Sun 11pm News       M-Su 11-11:35pm       :30       NM       1       \$1,300.00         Start Date Weekdays 09/03/12       Weekdays 09/05/12       Spots/Week M-Su 11-11:35pm       :30       NM       1       \$1,300.00         N 22 WTAE 09/03/12 09/06/12 M-Sun 11pm News M-Su 11-11:35pm       :30       NM       1       \$1,300.00         Start Date Date Weekdays Spots/Week Week: 09/03/12 09/09/12 -T       Rate Rate Spots/Week No.00         Week: 09/03/12 09/09/12 -T       1       \$1,300.00
N 22 WTAE 09/03/12   D9/09/12   M-Sun 11pm News   Spots/Week   Start Date   Start
Week: 09/03/12       09/09/12       M       1       \$1,300.00         N 22 WTAE 09/03/12 09/06/12 M-Sun 11pm News       M-Su 11-11:35pm       :30       NM       1       \$1,300.00         Start Date Veek: 09/03/12 09/09/12 -T       End Date Veekdays Spots/Week Pate       Rate State       NM       1       \$1,300.00
N 22 WTAE 09/03/12 09/06/12 M-Sun 11pm News M-Su 11-11:35pm :30 NM 1 \$1,300.00  Start Date End Date Weekdays Spots/Week Rate Week: 09/03/12 09/09/12 -T 1 \$1,300.00
Start Date         End Date         Weekdays         Spots/Week         Rate           Week: 09/03/12         09/09/12         -T         1         \$1,300.00
04,000,000
N 23 WTAE 09/03/12 09/06/12 M-Sun 11pm News M-Su 11-11:35pm :30 NM 1 1 \$1,300.00
Start Date <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> <u>Rate</u>
Week: 09/03/12
N 24 WTAE 09/03/12 09/06/12 M-Sun 11pm News M-Su 11-11:35pm :30 NM 1 \$1,300.00
<u>Start Date                                  </u>
N 25 WTAE 08/31/12 09/02/12 M-Sun 11pm News M-Su 11-11:35pm :30 NM 1 \$1,300.00
Start Date End Date Weekdays Spots/Week Rate
Week: 08/27/12
D 26 WTAE 08/31/12 08/31/12 The View 11am-noon :30 NM 0 \$0.00  N 27 WTAE 08/31/12 08/31/12 6-7am News 6-7am :30 NM 1 \$750.00
N 27 WTAE 08/31/12 08/31/12 6-7am News 6-7am :30 NM 1 \$750.00 <u>Start Date End Date Weekdays Spots/Week</u> <u>Rate</u>
Week: 08/27/12 09/02/12F 1 \$750.00
N 28 WTAE 09/03/12 09/06/12 6-7am News 6-7am :30 NM 4 \$3,000.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> <u>Rate</u> Week: 09/03/12
N 29 WTAE 09/02/12 09/02/12 Sun 8-10am News 8-10am :30 NM 1 \$400.00

(\* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



**WTAE** 400 Ardmore Blvd. Pittsburgh, PA 15221 (412)242-4300

	Contract / Revision 922513 /	Alt Order # 07882020
Contract Dates 08/31/12 - 09/06/12	Product NRCC IE 2012	Estimate # 2596
Advertiser	0	riginal Date / Revision 08/07/12 / 08/07/12

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time D	Days Length Week	Rate Type S	Spots	Amount
Start DateEnd DateWeekdaysSpots/WeekWeek: 08/27/1209/02/12S1	<u>Rate</u> \$400.00				
N 30 WTAE 09/01/12 09/01/12 ABC College Football  Start Date	12pm-7pm PENN <u>Rate</u> \$2,000.00	:30	NM	1	\$2,000.00
N 31 WTAE 09/06/12 09/06/12 5-6pm News M-F <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 09/03/12 09/09/12T 1	5-6pm <u>Rate</u> \$575.00	:30	NM	1	\$575.00
N 32 WTAE 09/01/12 09/01/12 Sat Early News  Start Date End Date Weekdays Spots/Week  Week: 08/27/12 09/02/12S- 1	6-630p / 7-730p <u>Rate</u> \$450.00	:30	NM	1	\$450.00
N 33 WTAE 09/06/12 09/06/12 Thur ABC Prime B <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 09/03/12 09/09/12T 1	9-10pm <u>Rate</u> \$2,400.00	:30	NM	1	\$2,400.00
N 34 WTAE 09/02/12 09/02/12 Sun ABC Prime A <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 08/27/12 09/02/12S 1	7-8pm <u>Rate</u> \$1,500.00	:30	NM	1	\$1,500.00
N 35 WTAE 09/02/12 09/02/12 Sun ABC Prime Other  Start Date End Date Weekdays Spots/Week  Week: 08/27/12 09/02/12S 1	Prime Other <u>Rate</u> \$1,500.00	:30	NM 	1	\$1,500.00
N 36 WTAE 08/31/12 08/31/12 6-6:30pm News <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 08/27/12 09/02/12F 1	6-6:30pm <u>Rate</u> \$700.00	:30	NM I	1	\$700.00
N 37 WTAE 09/04/12 09/04/12 6-6:30pm News <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 09/03/12 09/09/12 -T 1	6-6:30pm <u>Rate</u> \$700.00	:30	NM .	1	\$700.00
		Totals	3	37	\$33,675.00

NRCC

Time Period	# of Spots	Gross Amount	Net Amount
08/27/12 -09/06/12	37	\$33,675.00	\$28,623.75
Totals	37	\$33,675.00	\$28,623.75

			_	
Signature:			Date:	
Oignature.	 		 	

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Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy Instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

# TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

### 1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

### 2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

### 3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

### 4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

### 5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

### 6. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

# 7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

### 6. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

### GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

(b) The Station shall exercise normal precautions in handling of materials and other property furnished by the Agency in connection with broadcasts hereunder.	f property and mail, but assumes no liability for loss or damage to program or commercial The Station will not accept or process mail, correspondence, or telephone calls in
connection with broadcasts except after its prior approval.	

- (c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

# CONTRACT



WTAE 400 Ardmore Blvd. Pittsburgh, PA 15221 (412)242-4300

And:

National Media Inc. 815 Slaters Lane Alexandria, VA 22314

	Contract / Rev	<u>/ision</u>	Alt Order #	
	922513	1	07882020	
Product				
NRCC IE 2012				
Contract Dates	Estimate #			1
08/31/12 - 09/06/12	2596			
Advertiser			Original Date	/ Revision
NRCC			08/07/12	/ 08/07/12
	Billing Cycle	Billing	Calendar	Cash/Trade
	EOM/EOC	Broado	cast	Cash
	Station	Accou	nt Executive	Sales Office
	WTAE	Bob C	ain	Eagle-Philadelp
	Special Hand	ling		
	Demographic			
	Adults 35+			
	IDB#	Advert	iser Code	Product Code
		155		426
	Agency Ref	1	Advertise	r Ref

		Spots/	- 0 .	A
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	Type Spots	Amount
N 1 WTAE 08/31/12 09/02/12 6-7am News <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 08/27/12 09/02/12F 1	6-7am <u>Rate</u> \$850.00	:30	NM 1	\$850.00
N 2 WTAE 09/03/12 09/06/12 6-7am News <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 09/03/12 09/09/12 M 1	6-7am <u>Rate</u> \$850.00	:30	NM 1	\$850.00
N 3 WTAE 09/03/12 09/06/12 6-7am News  Start Date End Date Weekdays Spots/Week  Week: 09/03/12 09/09/12 -T 1	6-7am <u>Rate</u> \$850.00	:30	NM 1	\$850.00
N 4 WTAE 09/03/12 09/06/12 6-7am News <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 09/03/12 09/09/12w 1	6-7am <u>Rate</u> \$850.00	:30	NM 1	\$850.00
N 5 WTAE 09/03/12 09/06/12 6-7am News  Start Date End Date Weekdays Spots/Week  Week: 09/03/12 09/09/12T 1	6-7am <u>Rate</u> \$850.00	:30	NM 1	\$850.00
N 6 WTAE 08/31/12 09/02/12 5-6pm News M-F  Start Date End Date Weekdays Spots/Week Week: 08/27/12 09/02/12F 1	5-6pm <u>Rate</u> \$575.00	:30	NM 1	\$575.00
7 WTAE 09/03/12 09/03/12 5-6pm News M-F <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 09/03/12 09/09/12 M 1	5-6pm <u>Rate</u> \$575.00	:30	NM 1	\$575.00
8 WTAE 09/05/12 09/05/12 5-6pm News M-F  Start Date End Date Weekdays Spots/Week Week: 09/03/12 09/09/12W 1	5-6pm <u>Rate</u> \$575.00	:30	NM 1	\$575.00
9 WTAE 09/06/12 09/06/12 5-6pm News M-F  Start Date End Date Weekdays Spots/Week Week: 09/03/12 09/09/12T 1	5-6pm <u>Rate</u> \$575.00	:30	NM 1	\$575.00
N 10 WTAE 09/03/12 09/06/12 6-6:30pm News  Start Date End Date Weekdays Spots/Week Week: 09/03/12 09/09/12 M 1	6-6:30pm <u>Rate</u> \$700.00	:30	NM 1	\$700.00
N 11 WTAE 09/03/12 09/06/12 6-6:30pm News	6-6:30pm	:30	NM 1	\$700.00

(\* Line Transactions: N = New, E = Edited, D = Deleted)

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specified.

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.



WTAE 400 Ardmore Blvd. Pittsburgh, PA 15221 (412)242-4300

	Contract / Revision 922513 /	Alt Order # 07882020	
Contract Dates	Product	Estimate #	
18/31/12 - 09/06/12	NRCC IE 2012	2596	

Original Date / Revision <u>Advertiser</u> / 08/07/12 08/07/12 NRCC

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time D	Pays Length Week Rate	Type Spc	ots	Amount
Start Date         End Date         Weekdays         Spots/Week           Week: 09/03/12         09/09/12        W         1	<u>Rate</u> \$700.00				
N 12 WTAE 09/03/12 09/06/12 6-6:30pm News  Start Date End Date Weekdays Spots/Week	6-6:30pm <u>Rate</u> \$700.00	:30	NM	1	\$700.00
N 13 WTAE 09/03/12 09/06/12 Inside Edition Start Date End Date Weekdays Spots/Week	7-7:30pm Rate	:30	NM	1	\$650.00
Week:         09/03/12         09/09/12         M         1           N 14 WTAE 09/03/12         09/06/12         Inside Edition           Start Date         End Date         Weekdays         Spots/Week	\$650.00 7-7:30pm Rate	:30	NM	1	\$650.00
Start Date         End Date         Weekdays         Spots/Week           N 15 WTAE 08/31/12         09/09/12         Entertainment Tonight	\$650.00 7:30-8pm	:30	NM	1	\$650.00
Start DateEnd DateWeekdaysSpots/WeekWeek: 08/27/1209/02/12F1	Rate \$650.00	:30	NM	1	\$650.00
N 16 WTAE 09/03/12 09/06/12 Entertainment Tonight  Start Date End Date Weekdays Spots/Week  Week: 09/03/12 09/09/12 -T 1	7:30-8pm <u>Rate</u> \$650.00	.50		'	<b>4000.00</b>
17 WTAE 09/06/12 09/06/12 Entertainment Tonight  Start Date	7:30-8pm <u>Rate</u> \$650.00	:30	NM	1	\$650.00
D 18 WTAE 09/05/12 09/05/12 Wed ABC Prime C	10-11pm	:30	NM	0	\$0.00
D 19 WTAE 09/06/12 09/06/12 Thur ABC Prime C	10-11pm	:30	NM	0	\$0.00
N 20 WTAE 08/31/12 09/02/12 M-Sun 11pm News  Start Date End Date Weekdays Spots/Week Week: 08/27/12 09/02/12F 1	M-Su 11-11:35pm <u>Rate</u> \$1,300.00	:30	NM	1	\$1,300.00
N 21 WTAE 09/03/12 09/06/12 M-Sun 11pm News  Start Date End Date Weekdays Spots/Week Week: 09/03/12 09/09/12 M 1	M-Su 11-11:35pm <u>Rate</u> \$1,300.00	:30	NM <sup>1</sup>	1	\$1,300.00
N 22 WTAE 09/03/12 09/06/12 M-Sun 11pm News  Start Date End Date Weekdays Spots/Week Week; 09/03/12 09/09/12 -T 1	M-Su 11-11:35pm <u>Rate</u> \$1,300.00	:30	NM	1	\$1,300.00
N 23 WTAE 09/03/12 09/06/12 M-Sun 11pm News  Start Date End Date Weekdays Spots/Week Week; 09/03/12 09/09/12W 1	M-Su 11-11:35pm Rate \$1,300.00	:30	NM	1	\$1,300.00
N 24 WTAE 09/03/12 09/06/12 M-Sun 11pm News  Start Date End Date Weekdays Spots/Week Week; 09/03/12 09/09/12T 1	M-Su 11-11:35pm Rate \$1,300.00	:30	NM	1	\$1,300.00
N 25 WTAE 08/31/12 09/02/12 M-Sun 11pm News  Start Date End Date Weekdays Spots/Week Week: 08/27/12 09/02/12	M-Su 11-11:35pm Rate \$1,300.00	:30	NM	1	\$1,300.00
D 26 WTAE 08/31/12 08/31/12 The View	11am-noon	:30	NM	0	\$0.00
N 27 WTAE 08/31/12 08/31/12 6-7am News  Start Date End Date Weekdays Spots/Week  Week: 08/27/12 09/02/12F 1	6-7am <u>Rate</u> \$750.00	:30	NM	1	\$750.00
N 28 WTAE 09/03/12 09/06/12 6-7am News  Start Date End Date Weekdays Spots/Week  Week: 09/03/12 09/09/12 MTWT 4	6-7am <u>Rate</u> \$750.00	:30	NM	4	\$3,000.00
N 29 WTAE 09/02/12 09/02/12 Sun 8-10am News	8-10am	:30	NM	1	\$400.00

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08/07/12

/ 08/07/12



**WTAE** 400 Ardmore Blvd. Pittsburgh, PA 15221 (412)242-4300

	Contract / Revision 922513 /	Alt Order # 07882020		
Contract Dates 08/31/12 - 09/06/12	Product NRCC IE 2012	Estimate # 2596		
Advertiser C		Original Date / Revision		

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time Day	ys Length Week Ra	ate TypeSp	oots	Amount
Week: 08/27/12	<u>Rate</u> \$400.00				
N 30 WTAE 09/01/12       09/01/12       ABC College Football         Start Date Week: 08/27/12       End Date Weekdays Spots/Week         Week: 08/27/12       09/02/12	12pm-7pm PENN	:30	NM.	1	\$2,000.00
N 31 WTAE 09/06/12 09/06/12 5-6pm News M-F  Start Date End Date Weekdays Spots/Week Week: 09/03/12 09/09/12T 1	5-6pm <u>Rate</u> \$575.00	:30	NM	1	\$575.00
N 32 WTAE 09/01/12 09/01/12 Sat Early News  Start Date End Date Weekdays Spots/Week  Week: 08/27/12 09/02/12S- 1	6-630p / 7-730p <u>Rate</u> \$450.00	:30	NM	1	\$450.00
N 33 WTAE 09/06/12 09/06/12 Thur ABC Prime B <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 09/03/12 09/09/12T 1	9-10pm <u>Rate</u> \$2,400.00	:30	NM.	1	\$2,400.00
N 34 WTAE 09/02/12 09/02/12 Sun ABC Prime A  Start Date	7-8pm <u>Rate</u> \$1,500.00	:30	NM	1	\$1,500.00
N         35         WTAE 09/02/12         09/02/12         Sun ABC Prime Other           Start Date         End Date         Weekdays         Spots/Week           Week. 08/27/12         09/02/12        S         1	Prime Other Rate \$1,500.00	:30	NM	1	\$1,500.00
N 36 WTAE 08/31/12 08/31/12 6-6:30pm News  Start Date End Date Weekdays Spots/Week Week: 08/27/12 09/02/12F 1	6-6:30pm <u>Rate</u> \$700.00	:30	NM 	1	\$700.00
N 37 WTAE 09/04/12 09/04/12 6-6:30pm News  Start Date End Date Weekdays Spots/Week  Week: 09/03/12 09/09/12 -T 1	6-6:30pm <u>Rate</u> \$700.00	:30	NM	1	\$700.00
		Totals		37	\$33,675.00

NRCC

Time Period	# of Spots	Gross Amount	Net Amount
08/27/12 -09/06/12	37	\$33,675.00	\$28,623.75
Totals	37	\$33,675.00	\$28,623.75

Signature:	 Date:	

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# TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

### 1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

#### 2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

#### 3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

### 4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

## 5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

# 6. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

### 7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

### 8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

### GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

- (b) The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercial materials and other property furnished by the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in connection with broadcasts except after its prior approval.
- (c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]